

This Instrument Prepared By:
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1/03/12 1:45:39
DK W BK 672 PG 402
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

**THIRD AMENDMENT TO THE DECLARATION OF PROTECTIVE
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
KYLE'S CREEK SUBDIVISION (ALL SECTIONS)**

This Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Kyle's Creek Subdivision (All Sections) recorded at Book 560, Page 496 and amended at Book 571, Page 338, and Book 596, Page 114 in the Office of the Chancery Court Clerk of DeSoto County, Mississippi, is made, published and declared this 30 day of Dec., 2011 by HOLLINSWORTH PROPERTIES, LLC, a Tennessee Limited Liability Company (the Declarant or Developer) and any and all persons, firms, or corporations hereinafter acquiring any of the property in the plat of Kyle's Creek Subdivision (All Sections) as shown on plat of record in Plat Book 104, Pages 20-22 (Sec. A) and Plat Book 104, Pages 23-24 (Sec. B.) in the Office of the Chancery Court Clerk of DeSoto County, Mississippi.

WHEREAS, pursuant to Paragraph 10 of the Declaration of Protective Covenants, Conditions, and Restrictions for Kyle's Creek Subdivision (All Sections), Declarant is authorized to amend said restrictions without the approval of the owners of the lots within the subdivision; and

WHEREAS, Declarant wishes to amend said restrictions to correct and clarify the parties responsible for payment of the fees required by Sections 1(b), 1(c) and 1(d) of said restrictions.

NOW; THEREFORE, the Declaration of Protective Covenants, Conditions and Restrictions is hereby amended as follows:

Notwithstanding anything to the contrary contained within Section 1(b), 1(c) and 1(d) of the Declaration of Protective Covenants, Conditions and Restrictions, the parties subject thereto understand and agree that any Lot owned by the Declarant, its assigns, or Lots owned by any builder solely for the purpose of constructing a single-family residence thereon for sale are excluded from the requirement to pay the reasonable annual sum and maintenance fee referenced in said sections for so long as such Lot is owned by said builder.

IN WITNESS WHEREOF, HOLLINSWORTH PROPERTIES, LLC A Tennessee Limited Liability Company acting through its Chief Manager has caused this instrument to be executed this 30 day of Dec., 2011.

HOLLINSWORTH PROPERTIES, LLC

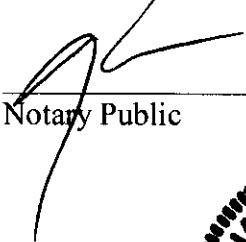
BY: 

TITLE: Chief Manager

STATE OF Tennessee
COUNTY OF Shelby

Before me, a Notary Public of the State and County aforesaid, personally appeared David Graham, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Chief Manager of Hollinsworth Properties, a Tennessee Limited Liability Company the within named bargainor, and that he as such Chief Manager being authorized so to do, executed the foregoing instrument for the purposes therein contained by subscribing thereto the name of the limited liability company by himself as Chief Manager

WITNESS my hand and notarial seal at office this 30 day of December, 2011.



Notary Public

My Commission Expires: _____

